

EXHIBIT B

d. To serve as the body for bargaining as may be required under 16.2 above.

The Committee shall meet no more often than monthly and all actions shall be by a majority of the entire Committee.

Claims that the Hospital has failed to follow these procedures shall be subject to the Grievance and Arbitration procedures but the decisions of the Committee, or failure to reach a majority decision, shall not.

- 16.4 Employees indefinitely laid off due to subcontracting or a transfer of work will be eligible for an additional Five Hundred Dollars (\$500) (a total of \$1500 for the fiscal year), prorated for Regular part-time employees. The Employer will pay the necessary amounts by check, made payable directly to the provider, upon a showing that the employee is eligible and has completed any necessary enrollment or registration forms, or reimburse the employee upon proof of enrollment and payment by the employee for qualified training, up to the maximum amount available to the employee based upon the employee's scheduled status, reduced by any amounts previously utilized by the employee during the fiscal year.
- 16.5 If the Employer requires an employee to attend a particular course, the hours spent in the class will be considered as time worked and the employee will be compensated accordingly.

**ARTICLE 17
JURY DUTY**

- 17.1 Employees in a regular position who are called to jury duty are eligible to receive benefits in accordance with this article. An employee in his/her trial period who is called to jury duty will be subject to the provisions of Article 8 regarding extension of the trial period.
- 17.2 Jury duty is defined as the time an eligible employee is required to spend sitting on a jury, or physically waiting at the courthouse in anticipation of being called to sit on a jury. Jury duty does not include time spent away from the courthouse on "telephone alert" or other forms of standby service not requiring the employee's physical presence at the courthouse.
- 17.3 An employee will notify the supervisor upon receipt of a summons so arrangements may be made for the employee's absence.
- 17.4 Employees working a day or evening shift will be excused from the entire regularly scheduled shift on the day(s) they are required to report for jury duty. Employees scheduled to work the night shift immediately preceding the day(s) they are required to report for jury duty will be excused from working that shift.
- 17.5 Employees on jury duty will be paid at straight time rates including the shift differential the employee would have normally received for the number of hours they would have been scheduled to work. Time spent on jury duty will not count toward the calculation of overtime. PTO accrual will continue for hours spent on jury duty which would have been regularly scheduled work hours. Wage payments will not be made for jury duty on any day on which an employee would not have been scheduled to work, including holidays, or on a day the employee is claiming PTO or is on a Leave of Absence or other excused absence.
- 17.6 If practical, an employee assigned to the day shift may be required to return to work on any day in which s/he is released from jury duty obligations in sufficient time to return to work for a minimum of one-half (1/2) of the scheduled shift.
- 17.7 Upon request, an employee will provide documentary proof relating to her/his reporting for jury duty.
- 17.8 An employee volunteering his/her services to be a juror will not be eligible for jury duty pay.
- 17.9 Payments from the Federal, State or County government will be retained by the employee to assist in defraying expenses.

**ARTICLE 18
WORK RULES**

- 18.1 The Employer has the right at its discretion to promulgate, supplement, alter, modify, amend, rescind, and enforce work rules which are not inconsistent with this Agreement. This right includes the Employer's authority to formulate and enforce work rules as an ordinary and proper means of maintaining discipline and efficiency, of directing the conduct, appearance and actions of the employees and of ensuring the health and safety of employees and others.
- 18.2 For purposes of this Article, work rules are defined as rules promulgated by the Employer, or a particular department or departments thereof, within its discretion, that regulate employees relative to and affecting their employment. The Employer may enforce these work rules while employees are on the premises of the Employer and/or while working for the Employer and/or outside the employee's working hours when the violation of the work rule would prejudice the interests of the Employer.
- 18.3 At least fourteen (14) calendar days prior to the implementation of new or changed work rules, the Employer will inform the Union of the new or changed rule(s). Upon request from the Union, the Employer will meet and discuss proposed work rules. If the Union requests to meet and discuss proposed work rules, the parties will meet within fourteen (14) calendar days of the date of the notice sent to the Union. The Employer will consider issues and concerns raised by the Union regarding the rule prior to its implementation.

**ARTICLE 19
RESIGNATION**

- 19.1 Employees who voluntarily separate from employment are considered to have resigned their employment with the Employer. An employee who retires or otherwise voluntarily terminates from a position with the Employer should submit a letter of retirement or resignation at least fourteen (14) calendar days prior to the effective date of such retirement or resignation.
- 19.2 After three (3) calendar days from the date of notice of resignation, there will be no withdrawal, cancellation, rescission, or other stopping of the resignation, except with the written consent of the Employer.
- 19.3 If a regular employee fails to report to work as scheduled or directed by his/her immediate supervisor for a minimum of three (3) consecutive scheduled or directed days, barring extreme circumstances justifying such failure, the Employer may consider the employee to have abandoned his/her position and treat the employee as having resigned, effective as of the end of the last day worked. The Employer will notify the employee in writing at the employee's last known mailing address of any such determination.

**ARTICLE 20
DISCIPLINE AND DISMISSAL**

20.1 DISCHARGE

The Employer may discharge or take other disciplinary action for just cause, against a non-trial Regular employee. The Employer may discharge or take other disciplinary action against Trial employees, Relief employees and Fixed Term employees for any reason it deems appropriate in its discretion.

20.2 INVESTIGATORY INTERVIEWS

If the Employer requires an employee to participate in an investigatory interview or meeting which the employee reasonably believes will result in disciplinary action, the employee will be entitled, upon request, to have a Union representative or steward present, provided that the investigatory interview will not be delayed by more than twenty-four (24) hours by the inability to have a Union representative or steward present, unless the Employer agrees to waive the time limit. It is understood that the role of the Union representative or steward will be in accord with *NLRB v. Weingarten*, unless the Employer representative agrees to some other role. If there is more than one (1) Union representative or steward and/or the Employer representative present, there will only be one (1) spokesperson for each party.

20.3 NOTICE OF DISCHARGE

Except in serious cases warranting immediate discharge an employee discharged during the trial period of employment who has completed the first ninety (90) calendar days of the trial period will receive a one week notice of separation. The employee may be required to work as usual during the period, or may be given pay in lieu of notice, or may be required to work part of the notice period and be paid in lieu of working the remainder of the period.

20.4 NOTICE

Regular employees who have completed the trial period will be provided a written notice of termination, suspension or disciplinary demotion. The notice will contain the type of, reason for, and effective date of the disciplinary action. The notice will be provided in person or by mailing it to the employee's address on file with the Employer. Except in serious cases warranting immediate discharge, an employee who has completed the trial period will receive a two week notice or pay in lieu of notice or a combination of both.

20.5 APPEAL

A regular employee who has completed the trial period and who has been terminated or otherwise disciplined has the right to file a grievance in accordance with Article 26.

20.6 TIME IN FILE

With the exception of final warnings and suspensions, verbal and written discipline, including any attachments, not involving criminal violations, substance abuse, unlawful harassment, or other willful acts, such as insubordination, etc., will not be considered in determining the severity of discipline for a subsequent occurrence, if a period of twenty-four (24) calendar months passes immediately after their issuance during which the employee receives no other warnings or disciplinary action, whether similar or not, except that they may be considered in connection with disciplinary action being considered at the time the twenty-four (24) calendar month expires.

**ARTICLE 21
PERSONNEL FILES**

- 21.1 An employee will, upon request to the Employer, have the opportunity to review his/her personnel file(s) within a reasonable time and during the normal business hours of the Human Resources Department in the presence of a representative of the Employer.
- 21.2 Copies of letters of warning and/or disciplinary action will, upon being placed in the employee's personnel file(s), be provided to the employee. Employees' written comments, if any, regarding such letters will be placed in their personnel file(s). Such comments will not require the Employer to change or alter the letters or the actions indicated by the letters.
- 21.3 Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and the employee's representative. An employee will not be entitled to review confidential pre-employment information.
- 21.4 Notwithstanding the above restrictions, upon the written authorization of the employee, the Union may, in the presence of the Employer representative, review those documents of an employee's personnel file upon which the Employer intends to rely in a grievance or arbitration proceeding involving the employee provided however, that the Employer may protect or remove any privileged information and/or any confidential information such as medical information and/or patient identifiers, except to the extent that such medical information relates to the employee and provided further that the Employer may condition the review of documents concerning or relating to patient care and treatment issues upon execution by the Union of a confidentiality agreement.
- 21.5 The Employer may charge reasonable fees for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy of the individual employee's own records.
- 21.6 Union requests for information not contained in the personnel files of employees will be subject to Article 24 – Union Access, Bulletin Boards, Information Requests.

**ARTICLE 22
JOINT MANAGEMENT AND LABOR COMMITTEE**

- 22.1 A Joint Management and Labor Committee will be established consisting of up to five (5) management members selected by the Employer, and up to five (5) members selected by the Union, one of which may be a Union representative, and the other four (4) being current regular employees employed in the bargaining unit.
- 22.2 At the request of either party the Committee will be convened up to once each calendar quarter for the purpose of discussing areas of concern and/or proposed methods of fostering better cooperation and communication. The Committee may be convened more often upon agreement of the parties. Each party will present to the other an agenda of the items it proposes to discuss at least fourteen (14) calendar days in advance of the meeting. The parties agree, however, that the Committee will not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement nor will it have any authority to make decisions which are binding on the parties.
- 22.3 Employees selected to participate on the Committee will be compensated for the time spent in meetings for up to two (2) hours at their straight time rate.
- 22.4.1 In addition to issues concerning cooperation and communication, at the request of either party, issues concerning staffing or work process/patient care improvement may be brought to the Committee provided the matter has first been taken to the manager for the unit/department involved. To address such issues, the Committee will appoint a subcommittee consisting of: one (1) employee Committee member selected by the Union, one (1) Committee member selected by the Employer, two (2) employee members appointed by the Union Committee members who will be from the unit or department involved, and two (2) members of management appointed by the Employer, at least one of whom will have responsibilities for the unit/department involved. The subcommittee will meet to discuss the issues in an attempt to reach agreement regarding whether recommended changes are appropriate under all of the relevant circumstances, and if so, what those recommendations should be. If a majority of the six (6) members reach agreement, the recommendations, if any, together with the facts and other bases for the recommendation and the projected costs and benefits of the recommendation, will be submitted to the administrative official with oversight for the unit/department in question. If no majority agreement is reached, either party may submit its position, including the facts and other bases for the position together with its projections of its costs and benefits, in writing, to the administrative official with oversight for the unit/department in question. The other party may then submit its position in writing, in similar fashion. In either case, the administrative official or his/her designee will review, consider, and analyze the recommendation(s) or positions of the parties, and will provide a response within sixty (60) days. If more time is needed, the administrative official will so inform the Committee members sitting on the subcommittee, and will advise of the amount of additional time needed, and establish a date on which (s)he will provide his/her response.

- 22.4.2 There will be no more than one subcommittee in place at a time, and the subcommittee may meet once per month for up to three (3) months, if necessary, to reach agreement on deadlock. An employee Committee member sitting on the subcommittee will be compensated at his/her straight time rate, for one (1) hour for each subcommittee meeting in which (s)he participates.
- 22.4.3 If the Union's committee members are not satisfied with the decision of the administrative official or designee made pursuant to 22.4.1., they may make a request to the administrative official in writing for the services of a mediator of the Federal Mediation and Conciliation Service. The mediator assigned by the Federal Mediation and Conciliation Service will meet with the administrative official or designee and a Union selected Committee member, who will be one of the employee members, to attempt to facilitate consensus.
- 22.4.4 Notwithstanding the provisions of this Section 22.4., it is understood that the Employer retains final discretion and authority for determining staffing and work process/patient care improvement issues.
- 22.4.5 Disputes over compliance with the procedures set forth in this Article, but not a final decision of the Employer, will be subject to the grievance and arbitration procedures of Article 26.

**ARTICLE 23
STEWARDS**

- 23.1 The Employer will recognize stewards designated by the Union, including up to two chief stewards (one for Stanford Hospital and one for Lucile Packard Children's Hospital). The Union will notify the Employer, in writing, of the names of all stewards, and of the stewards designated as chief stewards. The Employer will not recognize any employee as a steward unless the employee's name is included on the most recent list provided by the Union.
- 23.2 The duties of the stewards designated by the Union as described in 23.1, above, and recognized by the Employer include:
- a. Participation, as provided in *NLRB v. Weingarten* and subsequent cases, on behalf of an employee who has requested the presence of a steward in investigatory interviews that the employee reasonably believes may result in disciplinary action;
 - b. Representation of a grievant or grievants employed in the steward's area, or in other areas where there is no steward designated, or no steward available, in meetings with the Employer's designated representative(s) in accordance with the grievance procedure; and
 - c. Participating in meetings with the Employer's designated representative in such other meetings as the parties mutually convene.

Nothing in this provision is intended to limit the other duties which may be assigned to the steward by the Union and which are not recognized by the Employer under this Agreement, provided such duties do not violate the policies or rules of conduct established by the Employer, and do not interfere with the Employer's operations or the work of the steward or any other employee.

- 23.3 The Employer will not be obligated to deal with more than one steward at a time. Any resolution reached regarding an issue or grievance will be binding upon the employee(s) involved, the Union, and the Employer provided such resolution does not conflict with the terms of this Agreement.
- 23.4 Stewards will advise employees with grievances that they are to perform their duties and follow the instructions while the grievance is pursued, and will not interfere with operations of the Employer or the instructions of the supervisor.
- 23.5 Stewards will perform their duties on their own time unless the presence and participation of a particular steward during his/her scheduled work time is requested by, or agreed to by, the Employer. For purposes of conducting legitimate union business under this Agreement, stewards may use the Employer's telephones in non-clinical, non-patient care areas to converse with Union representatives during non-work time, provided such use is minimal, does not involve toll charges, and does not interfere with the normal operations of the Employer or the work of any employee. If the Employer determines that a steward has inappropriately used the Employer telephones, upon notice to the Union and the steward permission for such usage may be revoked.

- 23.6 Upon advance request by the steward and approval by the Employer, a steward may be relieved from work and pay status to participate in a meeting held pursuant to the Grievance and Arbitration Procedure of this Agreement during his/her regularly scheduled work hours subject to the provisions of Article 26. Factors to be considered by the Employer in exercising its discretion to approve or deny the release time request include but are not limited to projected release time needed, patient care and operational concerns, and frequency of such requests.

ARTICLE 24
UNION ACCESS, BULLETIN BOARDS, INFORMATION REQUESTS

24.1 ACCESS

24.1.1 The Union will be permitted access to the Employer premises under the terms set forth in, and for the purposes described in, this Article. The access applies only to employees covered by this Agreement.

24.1.2.1 Representatives of the Union will be granted reasonable access to the Employer's facilities where the Union represents employees for the purpose of ascertaining whether the terms and conditions of the Agreement are being met and for activities specified by the Grievance and Arbitration Procedure, provided they do not interfere with the work activities of any employee, whether or not covered by this Agreement, or otherwise interfere with the Employer's operations. The Union representative will first check in at the Employer's Security Dispatch Center located in H0258A in Stanford Hospital, and identify himself/herself and advise the Security Staff of the facility(ies) and location(s) in the facility(ies) where (s)he would like to go. Security will contact the manager or appropriate administrative official of the department(s)/unit(s) to which access is being requested to determine whether authorization will be given to issue a pass for that visit. The pass will be valid only for the facility(ies) and area(s) for which authorization is granted and listed on the pass, and for a two (2) hour time period from the time it is issued. Exceptions may be made to the two (2) hour limit where the circumstances warrant. The Employer agrees that there will be a standing authorization for the issuance of a pass to the locations where the Union Representatives may meet with individual employees designated in and pursuant to 24.1.3, below, and the pass may be for a time period of up to eight (8) hours, provided that if the Union representative fails to adhere to the requirements of this Article, this exception to the approval and time limits provisions will be revoked as to that Union representative. When a meeting with Human Resources or other Administrative Officials is pre-scheduled through the Human Resources Department, that Department will notify the Security Dispatch Center of the date and time of the meeting and the Union representative(s) involved, as identified by the Union, and the Security Dispatch Center will arrange to have the appropriate passes ready when the Union representative(s) arrive. When a Union representative seeks to gain access after 10:00 PM and before 5:00 AM, the Nursing Supervisor from the respective hospital will be notified prior to the pass being issued. At the completion of the visit, the Union representative will check out at the Security Dispatch Center and turn in the pass.

24.1.2.2 A Union representative may also call the Security Dispatch Center a reasonable time in advance on the day the

representative intends to visit a facility to identify himself/herself, the facility(ies) and department(s)/unit(s) (s)he would like to visit, and the time of his/her visit. The Security Dispatch Center will, consistent with its other responsibilities and activities, begin to obtain approvals from the appropriate individuals prior to the Union representative's arrival at the Security Dispatch Center to check in, with the goal of limiting delays in the issuance of a pass to areas where authorization is given.

24.1.2.3 Under no circumstances, even when authorization is erroneously granted by a manager or other administrative official, will Union representatives be allowed in patient rooms, nursing stations, exam rooms, or treatment rooms. The Employer retains the right to refuse Union representatives access described in this Article to a facility(ies) due to medical or other emergencies, and/or the implementation of the Employer's disaster plan. Failure of a Union representative to follow all access procedures will result in his/her immediate removal from the Employer's facilities and premises.

24.1.2.4 These procedures are not intended for the purpose of unduly delaying reasonable and appropriate access.

24.1.3 Union representatives may meet with employees that it represents in Room HO141 for as long as it remains a lunch/break room (if the lunch/break room is moved to another location the access will continue at the new location), the cafeteria and third floor patio at SH&C and the cafeteria and cafeteria patio at LPCH, if available. The Employer may designate other meeting locations between employees and the Union for purposes allowed under this Agreement. The Employer may also require a representative to accompany the Union representative to, into and from areas where operational requirements or other restrictions do not permit unlimited access. Nothing in this subsection, or this Article is to be construed to permit the Union to hold group meetings except as provided under 24.4.

24.1.4 The Union will furnish the Employer with a written list of all designated non-employee officers and representatives designated and authorized to conduct Union business. This list will be maintained by the Union and any changes, additions or deletions will be submitted in a timely manner in writing to the Director of Employee and Labor Relations, or designee, at the Employer. Any non-employee union representative not on the current written list provided to the Employer by the Union will have no right of access except as a patient seeking treatment or as a visitor to a patient admitted to the hospital.

24.1.5 The Union officers and representatives and bargaining unit employees, including local union officers and representatives, will not conduct any union activity or union business on the Employer premises unless such activity is specifically authorized by the provisions of this Agreement and is conducted in accordance and conformance with the Employer procedures. This section 21.1.5 is not intended to prevent employees from engaging in legitimate

union business in accordance with the Employer procedures while on a paid break or during unpaid non-work time.

- 24.1.6 The Employer retains the right to enforce access rules and regulations in accordance with applicable procedures. If the Employer determines that an access rule or regulation is being violated it may deny access rights to non-employee Union officer(s) and/or representative(s) determined to have violated these provisions or the access policy on more than one occasion, for a specified period of time not to exceed one (1) year.
- 24.1.7 When the Employer determines that a violation of the access rules and regulations has occurred, it will notify the Union of the violation before taking the actions described in 24.1.6 above.
- 24.1.8 If the Union disputes the Employer's assertion that the non-employee Union officer(s) and/or representative(s) to whom it has denied access violated the provisions of this Article or the Employer rules and regulations on more than one occasion, it may file a grievance pursuant to Article 26, and at the Union's option the matter may proceed directly to arbitration. The arbitrator will render a bench decision, and thereafter confirm the decision in writing. If the arbitrator finds that repeated violations did occur, the arbitrator will have no authority to overturn the Employer's decision.

24.2 BULLETIN BOARDS

- 24.2.1 Bulletin board availability for display of appropriate materials related to the bargaining unit will be provided on the following basis:
 - a. The Employer will designate a bulletin board on each floor of Stanford Hospital and Lucile Packard Children's Hospital, which may at the Employer's option, be a locking glass enclosed bulletin board. The Union may use such bulletin boards to post materials related to Union business. The Employer will retain a key to each such bulletin board.
 - b. A copy of all union postings will be provided to the Director of Human Resources or designee at the time of posting.
 - c. Posted materials will be limited to notices of Union meetings, elections and other similar general Union matters.
 - d. The Union agrees that it will post nothing of a libelous, obscene, defamatory or partisan political nature, nor will it post literature or material detrimental to or derogatory of the Employer, its agents or officials.
 - e. In the event a dispute arises concerning appropriateness of the material posted, the Director of Employee and Labor Relations or designee will remove the material in question and then notify the designated union representative as to the nature of the dispute.

- f. Bulletin board space available to the Union will be maintained by the Local 715 designated union representative.
- g. No union-related literature of any kind will be posted by the Union or the employees at any other location on the Employer premises.

24.2.2 The Union agrees to indemnify, defend and hold the Employer harmless against any claims made of any nature and against any suit instituted against the Employer arising from the bulletin board privileges provided in this Article.

24.3 TELEPHONE, FACSIMILE AND ELECTRONIC MAIL

Neither the Union nor employees will use the Employer telephones, facsimile machines, or the electronic mail system for conducting union business or disseminating union information, except as provided in 23.5. Employees' work telephone numbers will not be listed on union literature or in any union publication.

24.4 USE OF THE SHC/LPCH FACILITIES

Subject to the applicable policies, rules and requirements in effect at the time of a Union request for use of facilities, and subject to availability, the Employer will permit use of its facilities for Union meetings for the purpose of selecting its negotiating committee or stewards. Written requests for use of such the Employer facilities will be made in advance to the Director of Employee and Labor Relations or designee, and will specify the purpose for the meeting.

24.5 PRINTING OF AGREEMENT

Both parties will share equally in the cost of the printing and distribution of the Agreement, based on a reasonable estimate of the number of copies the respective parties need. The Employer will provide cost estimates from Union printers and estimated printing timelines. The Employer will provide the Union with the number of copies which the Union has requested for its own purposes.

24.6 INFORMATION PROVIDED TO UNION

24.6.1 The Employer will provide the Union upon request, but no more frequently than quarterly, with the following information for each employee covered by this Agreement:

- a. Name
- b. Home mailing address
- c. Date of hire or adjusted date of hire, if any
- d. Home telephone number (if not unlisted)

24.6.2 The Employer will provide the Union on a monthly basis the names, dates of employment, including the hire date or adjusted hire date if any, classification and department of all newly hired employees covered by this Agreement and of all employees who transfer into positions covered by this Agreement and the names of employees covered by this Agreement who have resigned or

been terminated, or who have transferred to positions in classifications not covered by this Agreement.

- 24.6.3 All other requests for information by the Union will be made by the local designated union representative to the Director of Employee and Labor Relations or designee. Where such request is for information or data which is necessary to the performance of the Union's representational responsibilities, it will be provided by the Employer subject to the following:
- a. The information must be information that is presently maintained by the Employer and in its possession. The Employer is not required to develop new information or data or to modify existing information or data.
 - b. The gathering, copying and/or other preparation of the requested information must not be unduly burdensome and time consuming.
 - c. Where the information or data can be provided by the Employer at *de minimis* expense, the Employer will use its best efforts to provide such information within thirty (30) calendar days of such request.
 - d. Where the estimated expenses associated with providing such information or data (e.g., including the costs of labor, copying, sorting, redaction, etc.) are greater than *de minimis*, the Employer will advise the Union of the estimated cost of providing the information. Upon payment by the Union, the Employer will commence the gathering of such information and use its best efforts to provide such information to the Union within thirty (30) calendar days of such payment.
 - e. If, for any reason, the Union declines to pay the Employer the estimated cost under the preceding subparagraph, the parties will discuss possible alternatives to providing the requested information including, but not limited to, modifying and/or limiting the type or form of the information requested. If no alternative involving *de minimis* costs is identified and agreed upon, and if the Union continues to refuse to pay the costs of providing the information it has requested, the Employer will not be obligated to provide the requested information, unless the requested information is otherwise required by law to be provided at no charge. If any of the information requested is deemed proprietary or confidential by the Employer, the parties will meet to discuss and agree upon ways to safeguard the confidentiality of such information. Prior to reaching such agreement, however, the Employer will not be obligated to provide the information that it deems proprietary or confidential.

**ARTICLE 25
HEALTH AND SAFETY**

- 25.1 The Employer is committed to furnishing and maintaining safe working conditions in the workplace and will develop and implement health and safety, training and orientation policies as it deems appropriate. SEIU recognizes the duty of employees to cooperate with the Employer by complying with health and safety policies and to utilize personal efforts for the prevention of accidents and illnesses to employees. SEIU will encourage employees to cooperate with the Employer in such efforts. An employee's complaints or safety and health concerns should be taken to the employee's supervisor, and SEIU may place health and safety issues on the agenda for Joint Management and Labor Committee meetings held pursuant to Article 22. If either party places a health or safety issue on the agenda, the Employer will appoint a member of the Hospitals' Safety Committee to serve as a management member of the Joint Management and Labor Committee and as its liaison with the Safety Committee.
- 25.2 The Employer will endeavor to provide orientation to employees who are floated to a unit other than the one to which they are regularly assigned, as the Employer deems appropriate, and as circumstances permit.
- 25.3 This Article will not be subject to the grievance and arbitration provisions of this Contract, except that the failure to appoint a member of the Hospital's Safety Committee consistent with section 25.1 will be grievable.

ARTICLE 26
GRIEVANCE AND ARBITRATION PROCEDURE

26.1 DEFINITION

- 26.1.1 "Grievance" means a claim during the term of this Agreement that the Employer has violated this Agreement and, except as expressly provided otherwise in this Agreement, will be the exclusive remedy for all asserted violations of this Agreement.
- 26.1.2 Only one transaction or occurrence, or series of closely related transactions or occurrences, will be covered in any one grievance.
- 26.1.3 Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievance involved. Grievances which are group grievances must be so designated on the grievance form at Step 2, and the Union will identify to the extent possible all employees covered by the grievance on the grievance form, or an attachment to the grievance form.
- 26.1.4 Alleged violations of a specific provision of this Agreement may be grieved by the Union and will be so identified as a Union grievance on the grievance form. Such Union grievances will be signed by the President of the Union or designee and will contain all information as specified above for any other grievance.
- 26.1.5 Except as otherwise provided in this Agreement, an individual employee, a group of employees, and the Union will have the right to use the Grievance Procedure.

26.2 REPRESENTATION RIGHTS

- 26.2.1 The Union will have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees or on behalf of itself as a Union grievance, as defined above. It will be the Union's responsibility to inform an employee that it is bringing a grievance on behalf of said employee (including an employee named in a group grievance). In the event an employee named on a group or individual grievance which has been submitted to the Employer wishes to withdraw from the grievance, the employee will so notify the Employer in writing, and upon such written request the named employee will be withdrawn as a party to the grievance. The Employer will promptly provide the Union with a copy of the employee's written request to withdraw. Employees who voluntarily terminate their employment with the Employer will have their pending grievances immediately withdrawn and will not benefit from any subsequent settlement or disposition of any individual or group grievance, unless the grievance involves the claim alleging unpaid wages or differentials required under Article 7.

- 26.2.2 An employee or group of employees will have the right to be represented at all steps of the Grievance Procedure by one Union representative or one steward.
- 26.2.3 An employee or group of employees may also choose a representative other than a Union representative for purposes of grievance representation and adjustment, so long as the representative is not a managerial or supervisory employee. In the event the Employer is involved in the adjustment and/or resolution of a grievance from an employee representing himself/herself, a group of employees who are represented by one of the group, or a single grievant or group of grievants represented by someone other than a Union representative:
 - a. The Employer will provide the Union with a copy of the grievance and the proposed resolution thereto indicating the employee or employees have chosen a representative other than one from the Union.
 - b. The Union will have ten (10) calendar days from the date of issuance of such copy within which to comment in writing on the proposed resolution.
 - c. The Employer will not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
 - d. The adjustment and/or resolution of grievances presented absent Union representation will not be inconsistent with the terms of this Agreement.
 - e. Only the Union may appeal a grievance to arbitration.

26.3 STEP 1. INFORMAL REVIEW

- 26.3.1 An employee alleging a violation of this Agreement other than discharge without cause will discuss the alleged violation with the employee's immediate supervisor within five (5) calendar days of the date of the alleged violation or the date the grievant knew or should have reasonably known of the alleged violation.
- 26.3.2 If the grievance is resolved by the immediate supervisor at step 1, the resolution will not be precedent setting. Attempts at resolving the grievance at step 1 will not extend the time limits for filing a formal grievance at step 2, as described below, unless an exception is granted in writing by the Director of Employee and Labor Relations or designee.
- 26.3.3 If the employee's grievance is not satisfactorily resolved at step 1, the grievance may be appealed to step 2.

26.4 STEP 2. FORMAL REVIEW

- 26.4.1 An employee grievance may be appealed to step 2, and a grievance by the Union will be filed initially at step 2, within thirty (30) calendar days of the date of the alleged violation or the date the grievant knew or should have reasonably known of the alleged violation of this Agreement. However, any grievance alleging the discharge of an employee without cause or otherwise in violation of this Agreement will be filed initially at step 2 within seven (7) calendar days of the discharge.
- 26.4.2 Such appeal or filing must be in writing on a form mutually agreeable to the parties, from the employee or a designated Union representative to the Director of Human Resources or designee, and must contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place and the specific Article(s) and section(s) of the Agreement alleged to have been violated and/or involved, and the remedy sought.
- 26.4.3 Within twenty-one (21) calendar days of receipt of the written grievance, the Director of Employee Relations or designee will either provide a written response to the grievant with a copy to the Union or will schedule and convene a meeting to discuss the alleged violation with the appropriate Employer representatives, the grievant and one union representative, unless the employee has opted to have other representation.
- 26.4.4 The Employer representative will provide a written response to the grievant with a copy to the Union within twenty-one (21) calendar days of receipt of the written grievance, or fourteen (14) calendar days of the review meeting. If a written response is not provided within the specified time period, the grievance will be considered denied.
- 26.4.5 If the grievance is not satisfactorily resolved at step 2, the Union may appeal the grievance to arbitration within fourteen (14) calendar days of the date of the written response, or of the date the written response should have been received.

26.5 CONSOLIDATION OF GRIEVANCES

Grievances of two or more employees, as well as multiple grievances by or related to the same employee or which relate to the same incident, issue or course of conduct, may be consolidated for purposes of the Grievance Procedure by mutual agreement of the Employer and the Union.

26.6 TIME LIMITS FOR FILING

- 26.6.1 All grievances (individual, group, Union) must be presented promptly in compliance with the timelines established under this Article. Grievances not presented within these time periods will be considered untimely and ineligible for processing through the Grievance Procedure. Disputes over timeliness may be submitted to arbitration pursuant to Section 26.7.7.

- 26.6.2 Grievances not appealed within the designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last preceding response. Grievances not answered within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal within the specified time period. The parties may, however, mutually agree in writing to extend the time limits in any step of the Grievance Procedure. Such written extension by mutual agreement must be accomplished in advance of the expiration of the time limit being waived. Deadlines that fall on a day that is not a business day (i.e., Saturday, Sunday or recognized holiday) will automatically be extended to the next business day. The mailing or faxing of the grievance appeal form will constitute a timely appeal if it is postmarked, or there is a confirmation of successful send or an acknowledgment of receipt of the fax, within the appeal period. Likewise, the mailing or faxing of the answer will constitute a timely response if it is postmarked, or there is a confirmation of successful send or an acknowledgement of receipt of the fax, within the answer period.

26.7 ARBITRATION

- 26.7.1 If the parties do not agree on an arbitrator within fourteen (14) calendar days of the date on the appeal to arbitration, the Union must request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service within fourteen (14) calendar days, specifying arbitrators who reside in Northern California and who have experience in the health care industry. Upon receipt of the list, the Union will contact the Director of Employee and Labor Relations or his/her designee to select an arbitrator by alternately striking a name from the list. The arbitrator must be selected within twenty-one (21) calendar days of receipt of the panel of arbitrators; provided that if the Director or designee is not available and ready within the twenty-one (21) calendar day period the time will be extended until the Director or designee is available, and provided further that the parties may agree in writing to extend the time.
- 26.7.2 If the grievance is not filed, appealed and processed within the time limits established under this Article, it will be deemed to have been waived by the Union. The arbitrator will have no authority to hear a grievance that has not been filed or appealed and processed in accordance with the time limits and procedures set forth in this Article.
- 26.7.3 The arbitrator's authority will be limited to interpreting the specific provisions of this Agreement and will have no power to add to, subtract from, or to change any part of the terms or conditions of this Agreement. If the grievance is sustained in whole in or in part, the remedy will not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source, including, but not limited to, Workers' Compensation and Unemployment insurance benefits. The decision of the arbitrator, within the limits described herein, will be final and binding upon the parties and will be the exclusive remedy for the subject matter of the grievance.

- 26.7.4 Arbitration expenses will be shared equally by the Employer and the Union, including the cost of facilities if there are such costs, and the costs of the court reporter and the arbitrator's transcript. However, each party will bear its own expenses of representation and presentation of its case, including all costs or expenses associated with the appearance of witnesses, and the cost of any transcript for the party's own use.
- 26.7.5 Upon receiving no less than thirty (30) days prior notice, the Employer will release the grievant (or one grievant in the case of a group grievance) to attend the arbitration proceedings. Upon receipt of such notice, the Employer will also make reasonable efforts to release employees whom the Union identifies as witnesses it intends to call, for the time reasonably required for such testimony, provided staffing needs permit. The grievant and witnesses may elect to take the time off on an unpaid basis, or to utilize accrued but unused paid time off.
- 26.7.6 Settlement offers made during attempts at informal resolution or during the steps of the Grievance Procedure will not be introduced as evidence in subsequent steps of the Procedure.
- 26.7.7 When the Employer has the information upon which to base a challenge to the arbitrability of a grievance, and has such information prior to the selection of an arbitrator, the Employer will inform the Union in writing of the intent to raise the issue of arbitrability prior to the selection of the arbitrator. Should arbitrability of the subject matter or timeliness of the grievance be an issue, a separate arbitrator will be appointed to determine the question of arbitrability unless the parties agree otherwise.
- 26.7.8 Arbitration hearings conducted pursuant to this Article will be closed unless the parties mutually agree otherwise in advance and in writing.
- 26.7.9 The arbitrator will have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the parties at the hearing. In all respects, he or she will assure that the hearing is a fair one. The arbitrator will be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence, but will give appropriate weight to any objections made. All documents to be considered by the arbitrator will be filed at the hearing.
- 26.7.10 The decision of the arbitrator on any issue properly before the arbitrator will be final and binding upon the Employer, the Union and all employees. The arbitrator's authority will be limited to determining whether the Employer has violated the provision(s) of this Agreement. The arbitrator will not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement, and will not make any award that would, in effect, grant the Union or the employee(s) any matters that were not obtained in the negotiation process.

- 26.7.11 The arbitrator will have the authority to subpoena and require the attendance of witnesses upon the reasonable request of either party, but not upon the arbitrator's own motion. The arbitrator will have no authority to subpoena documents, except that the arbitrator may issue a subpoena at the request of the other party for documents within the custody or control of the Employer or the Union, if, and only if, (a) the documents sought are specifically and narrowly described, and (b) the arbitrator determines that such documents are essential to a determination of a material issue in the arbitration, and are not confidential patient records, financial documents, or documents subject to an applicable privilege. The arbitrator will, in advance of the hearing date, inform each party of the identity of witnesses subpoenaed by the other party. The expense of service and appearance fees, if any, will be borne entirely by the party requesting the subpoena of witnesses.
- 26.7.12 Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing will, on a case-by-case basis, be as mutually agreed upon by the parties or as specified by the arbitrator. Briefing time limits may be extended if mutually agreed upon by the parties.
- 26.7.13 The arbitrator will consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing and receipt of briefs.
- 26.7.14 With regard to a grievance appealed to arbitration for which, in whole or in part, the remedy sought involves back wages or other monetary reimbursement, the Employer will not, in providing such remedy as a result of an arbitrator's award or a settlement, be required to make any payment of wages or any other monetary reimbursement for:
- a. Any period of time between the date a hearing was originally scheduled to be held and, due to a request from the Union (not consented to by the Employer) to postpone or change the scheduled hearing, the rescheduled date of the hearing; and
 - b. The Employer will not be liable for, nor will any review or arbitration hearing concern, a claim for back wages or other financial reimbursement for any period prior to six (6) months before the filing of the formal grievance which is the subject of the claim, review or arbitration. The Employer will not be liable for any other aspect of an arbitrator's award or remedy, whether for the same or any other violation, for any period of time earlier than five (5) calendar days prior to the date of initiation of the Step 1 grievance or, if Step 1 is not used, more than thirty (30) calendar days prior to the filing of the grievance at Step 2 (nor more than seven (7) calendar days in the event of a grievance alleging a termination without cause).
- 26.7.15 In all cases appealed to arbitration by the Union or an employee pursuant to the terms of this Article and this Agreement, with the exception of those cases in which the issue is that of actions taken by the Employer pursuant to Article 20 - Discipline and Dismissal, the Union or the grievant will have the burden of proceeding and the burden of proof. In cases in which the issue is

that of actions taken by the Employer pursuant to Article 20 - Discipline and Dismissal, the Employer will have the burden of proceeding and the burden of proof.

- 26.7.16 Under no circumstances will any grievance involving employees engaged in the violation of Article 27 - No Strikes - be discussed or processed by the Employer to the arbitration stage or heard by an arbitrator while such violation continues. This provision will not, however, waive compliance with the time limits for filing grievances or appeals from decisions rendered with regard to grievances or appeals to the Arbitration Procedure. Any grievance settlements and arbitration awards regarding back pay and/or reinstatement of benefits for employees who engage in violations of Article 27 - No Strikes - will not be made for any period of the time during which violations of Article 27 - No Strikes - are occurring or have occurred.
- 26.7.17 At all steps in the Grievance Procedure and in the Arbitration Procedure, the grievant and the Union representatives will materially expedite the resolution of the grievance by disclosing to the appropriate Employer representatives a full and detailed statement of the facts relied upon, the remedies sought, and the provision(s) of the Agreement relied upon --- provided that the Union is not required to disclose information that it lacks, because the Employer has failed to provide it upon reasonable request.
- 26.7.18 The Union will have full authority to settle, withdraw, or otherwise dispose of any grievance brought by it on its own behalf and/or on the behalf of employees. An agreement to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration reached by and between the Employer and the Union will be binding upon employees represented by the Union.

26.8 PAY STATUS

- 26.8.1 If the Employer convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure enumerated above, the grievant will be in a without loss of straight time pay status during the meeting if the meeting is held during the grievant's regularly scheduled work hours. However, such time does not count as time worked for purposes of overtime compensation unless it is within the regularly scheduled hours of work of the employee.
- 26.8.2 Upon advance written request and approval by the Employer, a Union steward will be granted time off without loss of regular straight time pay to attend a grievance meeting convened by the Employer, if the meeting is convened during the Union steward's regular hours. Otherwise a Union steward will not be on pay status for time spent participating in meetings convened by the Employer for the purposes of grievance resolution and/or complying with the steps of the Grievance Procedure.

26.9 EXCLUSION OF RELIEF, FIXED TERM, AND TRIAL PERIOD EMPLOYEES

The discipline, retention or release of relief, fixed term, and trial period employees will not be subject to the Grievance and Arbitration Procedures of this Agreement. The

discipline, retention or release of relief, fixed term, and trial period employees is at the sole discretion of the Employer.

**ARTICLE 27
NO STRIKES**

- 27.1 During the life of this Agreement or any written extension thereof, the Union on behalf of its officers, agents and members, agrees that there will be no strikes, slowdowns, job actions, walkouts, work-to-rule actions, refusal to perform assigned duties, sit-downs, sympathy strikes, sick-outs, picketing, refusal to cross picket lines, boycotts or any such concerted activities which interfere, directly or indirectly, with the operations of the Employer. As the sole exception to the prohibition against picketing activities, it will not be a violation of this provision for non-employee union representatives to engage in informational picketing adjacent to the Employer property regarding lawful subjects that are unrelated to this Agreement and the employees covered hereunder, provided that such informational picketing is carried out in compliance with Section 8(g) of the National Labor Relations Act, and the signs indicate that the picketing is informational as well as the subject matter and/or employee group that is the subject of the picketing. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, will be presumed to have engaged in such activities on such date or dates. The Employer will not engage in a lockout.
- 27.2 The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they will not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.
- 27.3 The Employer may pursue any or all available legal recourse against the Union for violations of this Article. The Union may be held liable and ordered to make restitution to the Employer for all losses suffered by the Employer as a result of activity prohibited in this Article; however, such restitution will not preclude the awarding of any other damages to which the Employer may be entitled.
- 27.4 In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, the Union will immediately notify employees by the best means reasonably available of its disapproval of such action and do all within its power to require such employees to cease such action and return to work immediately, informing them that the prohibited activity is unauthorized and in violation of the Agreement and that their misconduct subjects them to disciplinary action up to and including discharge.
- 27.5 If the Union performs in good faith and in a timely way all of the obligations of 23.4, the Union will not be liable to the Employer for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the Union or with their assistance.

**ARTICLE 28
WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 29
SEVERABILITY**

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action will not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void will remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

**ARTICLE 30
MERGER**

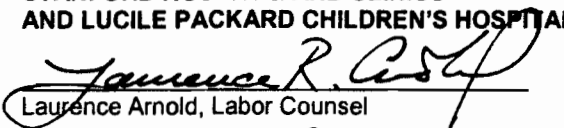
The Employer agrees to notify the Union in writing of any change in ownership, partnership or merger of the Employer or a change of the entity that operates Stanford Hospital and Clinics or Lucile Packard Children's Hospital at Stanford where work is performed by employees covered by this Agreement. If the Employer retains majority ownership and control of the new owner or such changed entity, the terms and conditions of this Agreement will be applicable to such work. In all other cases, upon the union's written request, the Employer will meet to discuss the union's recommendations and suggestions concerning the effect of the change on employees covered by this agreement. The Employer will not use any sale, transfer or other mechanism for the purpose of evading the terms of the Agreement. The Employer is obligated to notify in writing any new owner, buyer or partner of the Agreement between the Employer and SEIU, Local 715.

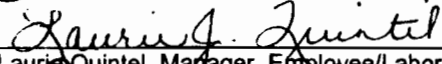
**ARTICLE 31
AMENDMENTS AND TERM OF AGREEMENT**

- 31.1 The parties may mutually agree to amend or add to any provision of this Agreement or its appendices. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party, and any verbal modification or amendment will be of no force or effect.
- 31.2 This Agreement will be effective from January 20, 2006, and will continue in effect to and including November 4, 2008, and from year to year thereafter, unless, at least ninety (90) days prior to November 4, 2008 or at least ninety (90) days prior to any subsequent anniversary date hereafter, either party gives written notice to the other of its desire to terminate or make changes in this Agreement.
- 31.3 Release Time for Bargaining. For purposes of negotiating a subsequent Agreement, paid release time will be provided for up to four (4) members of the bargaining unit for their scheduled shift to attend scheduled negotiation meetings with the Employer, provided such release time does not cause an operational hardship. Release time will not be provided to more than one member from a particular unit. Paid release time will include any differentials to which the employee would have been entitled and will count toward PTO accrual.

The foregoing Agreement between SEIU Local 715 and Stanford Hospital and Clinics and Lucile Packard Children's Hospital, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party this 15th day of June, 2006.


**STANFORD HOSPITAL AND CLINICS
AND LUCILE PACKARD CHILDREN'S HOSPITAL**



Laurence Arnold, Labor Counsel


Laurie Quintel, Manager, Employee/Labor Relations



Joan Forté, Director, Nursing Resource and Finance


Paul Watkins, Admin Director, Support Services


Madeleine Viden, Director - Finance


Deborah Zwahlen, Coordinator, Satellite Unit/Programs


Denise Lutz, Manager, Paratechnical Services


Daniel Barrio, Director, Clinical Lab Operations

FOR SEIU LOCAL 715


John Vellardita, Chief Negotiator, SEIU


Jesus Andrade


Mike Calderon


Jose J. Perez


Susan Ramirez

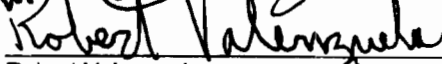

Cristin Thompson


Stephanie Jones


Chuck Fonseca


Rob Rutledge


Willie Vaughn


Robert Valenzuela


Jose Alavez

APPENDIX A**INCLUDED JOB CLASSIFICATIONS**

JOB TITLE	DEPARTMENT NAME	LOCATION
Anesthesia Assistant		Stanford/Lucile Packard
Anesthesia Technician*		Stanford
Autopsy Room Attendant II		Stanford
Cardiology Technician I*		Stanford
Cardiology Technician II*		Stanford
Cath Angio Lab Assistant		Stanford
Cook		Stanford
Darkroom Technician		Stanford
Data Aide III		
Dialysis Aide		Stanford
Dietetic Assistant		Stanford
EEG Technician I*		Stanford
EEG Technician II*		Stanford
EEG Technician III*		Stanford
Epilepsy Monitor Aide		Stanford
Film Library Clerk		Lucile Packard
Food Service Worker		Stanford/Lucile Packard
Head Cook		Stanford
Health Information Associate II		
Health Information Associate III		
Health Information Associate IV		
Horticultural Technician		Lucile Packard
Hospital Medical Transcriber	HIMS Only	Stanford
Hospital Technician		
Housekeeping Assistant		Stanford/Lucile Packard
Housekeeping Specialist		Stanford
Lab Assistant II		Stanford
Lab Assistant III*		Stanford/Lucile Packard
Lab Asst III-P *(effective 04-01-06)		
Lab Technician*		Stanford
Lead Anesthesia Technician*		
Lead EEG Technician*		Stanford
Lead Food Service Worker		Stanford/Lucile Packard
Lead Hospital Medical Transcriber		
Lead Housekeeping Assistant		Stanford/Lucile Packard
Lead Lab Assistant		Lucile Packard
Lead Lab Assistant III-P (effective 04-01-06)*		
Lead Lab Technician*		Stanford
Lead Materials Assistant	Supply Distribution	Stanford
Lead Operating Room Assistant		Stanford
Lead Operating Room Supply Technician		Stanford
Lead Patient Support Assistant		
Lead Radiology Scheduler		Stanford
Lead Sterile Processing Tech*		
Lead Support Services Assistant		Stanford
Lead Transporter		

Linen Assistant		
Materials Assistant I		Stanford
Milieu Assistant		Lucile Packard/El Camino
Milieu Counselor I*		Lucile Packard/El Camino
Milieu Counselor II*		Lucile Packard/El Camino
MRI Tech Aide		
New Patient Coordinator		
Nursing Assistant II		
OA IV-Radiology Scheduler		
OB Technician*		Stanford/Lucile Packard
Office Assistant II-S		
Office Asst. III	Warehouse	Stanford
Office Asst. III	Radiation Oncology – File Room	Stanford
Office Asst. III	Radiation Oncology – Front Desk	Stanford
Office Asst. III	MRI	Stanford
Office Asst. III	Diag. Rad. – Film Library Clerks	Stanford
Office Asst. III	Clin. Lab – Paratech Svcs	Stanford
Office Asst. III	Surgical Pathology	Stanford
Office Asst. III	Film Clerk – Neuro	Stanford
Office Asst. III	Echocardiography	Stanford
Office Asst. III	Rad. Onc. & BMT	Stanford
Office Asst. III	HIMS Information Services	Stanford
Office Asst. III	Diag. Rad. – Sched. Clerk	Stanford
Office Asst. III	Diag. Rad. – Reports Distrib.	Stanford
Office Asst. III	Interventional Radiology	Stanford
Office Asst. III	Surgical Pathology – Neuropath & Autopsy	Stanford
Office Asst. III	Clin Lab	Stanford
Office Asst. III	Periop – Statistics	Stanford
Office Asst. III	Emergency Services	Stanford
Office Asst. III-S	Lab Data Entry	Stanford
Office Asst. III-S	Rad. Onc. – Front Desk	Stanford
Office Asst. III-S	Rad. Mammo. Rad Tech Aide	Stanford
Office Asst. III-S	Surg. Path. – Neuro & Autopsy	Stanford
Office Asst. III-S	O.R.	Stanford
Office Asst. III-S	Rad. Onc. – File Room	Stanford
Office Asst. IV	Warehouse	Stanford
PACU Clinical Assistant	PACU	Lucile Packard
Patient Support Assistant I		
Patient Support Assistant II		
Patient Transport Technician		Lucile Packard
Pediatric Clerical Lead		
Pediatric EEG Technician Specialist*		Stanford
Processing Equipment Technician*		Stanford
Radiation Therapist Aide		
Radiology Clerical Lead – LP		Packard
Radiology Technician Aide		Stanford
Resource Scheduler, Radiology		

Respiratory Care Assistant		
Scheduling Clerk	Patient Transport	Lucile Packard
Scheduling Clerk	Radiology Diagnostic	Lucile Packard
Scheduling Clerk	Ambulatory Proc. Unit	Lucile Packard
Sr. Food Service Worker*		Stanford/Lucile Packard
Sr. Housekeeping Assistant*		Stanford
Sr. Housekeeping Specialist*		Stanford
Sterile Processing Tech I*		
Sterile Processing Tech II*		
Storekeeper	Dietary	Stanford
Support Services Assistant I		Stanford/Lucile Packard
Support Services Assistant II		Stanford
Support Services Assistant II	F2 Antepartum Postpartum Nurse	Lucile Packard
Transporter		Stanford
Unit Facilitator		Lucile Packard
Unit Secretary*		Stanford/Lucile Packard

EXCLUDED JOB CLASSIFICATIONS

JOB TITLE	DEPARTMENT NAME
Admitting Representative	
All Other Clinic Assistant Is	
All Other Clinic Assistant IIs	
All Other Clinic Assistant IIIs	
Clinic Asst. II	HAND
Clinic Courier	
Communications Asst.	
Greeter	Pt. Relation/Volunteer
Host/Greeter	Parking Lot
Lab Asst. III	REI Lab
Lead Mail Courier	Mail Service
Lead Materials Assistant	Dock Services
Mail Courier	
Mail/Duplication Tech	Copy Center
Medical Records Asst. III	
Med. Transcriber	MRI
Med. Transcriber	Radiation Therapy
Med. Transcriber	Neurodiagnostics Lab
Med. Transcriber	Medical Oncology
Med. Transcriber	Surgical Specialties Clinic
Med. Transcriber	Diagnostic Radiology
Med. Transcriber	Radiation Onc-outpatient
Parking Assistance Officer	
Patient Admitting Rep	
Prk & CAO Coord	
PSCAS Attendant	
Rehab Services Aide	
Rehab Services Lead	
Service Host	
Sr. Medical Records Tech	Stanford
Telecommunications Operator	
Transportation Tech	Transportation
Unit Secretary II	Partial Hospitalization
Urology Tech Specialist	Urology Surgery
All Medical Records Coders	
All other OA-Is	
All other OA-IIs	
All other OA-IIIs	
All other OA-III-Specialists	
All other OA-IVs	
All Secretary-Is	
All Secretary-IIs	
All Secretary-IIIs	

Relief job classifications/positions which correspond directly to Regular positions specifically listed in this Appendix A as included in the bargaining unit will be considered a part of the bargaining unit. Relief job classifications/positions which correspond directly to Regular positions specifically listed in this Appendix A as excluded from the bargaining unit, and all other relief positions, will not be considered a part of the bargaining unit.

CLASSIFICATION PAY GRADES/JOB CODES

PAY GRADE	CLASSIFICATIONS	JOB CODE
SEIU005	Food Service Worker	800045
	Housekeeping Assistant	800034
	Linen Assistant	800133
	Patient Support Assistant I	800104
	Support Services Assistant I	800059
	Transporter	800092
	Unit Facilitator	800106
SEIU006	Housekeeping Specialist	800037
	MRI Technician Aide	700006
	Sr. Food Service Worker	800048
	Sr. Housekeeping Assistant	800036
SEIU007	Darkroom Technician	700035
	Health Information Associate II	600211
	Materials Assistant I	800071
	Office Assistant II-S	600231
	Patient Support Assistant II	800105
	Patient Transport Technician	800093
	Sr. Housekeeping Specialist	800038
	Support Services Assistant II	800060
SEIU008	Anesthesia Assistant	700001
	Cath Angio Lab Assistant	700002
	Cook	800042
	Dialysis Aide	700003
	Data Aide III	600238
	Dietetic Assistant	800044
	Epilepsy Monitor Aide	700004
	Film Library Clerk	600043
	Health Information Associate III	600212
	Lab Assistant II	700027
	Lead Food Service Worker	800046
	Lead Housekeeping Assistant	800033
	Lead Patient Support Assistant	800131
	Lead Support Services Assistant	800108
	Lead Transporter	800013
	Lift Team Member	700015
	Office Assistant III	600232
	Operating Room Assistant	700011
	Radiation Therapist Aide	700059
	Radiology Technician Aide	700007

SEIU009	Lab Assistant III	700029
	Lead Materials Assistant	800097
	Lead Operating Room Assistant	700014
	Milieu Assistant	700039
	Nursing Assistant II	700020
	Office Assistant III-S	600233
	PACU Clinical Assistant	500241
	Respiratory Care Assistant	700069
	Scheduling Clerk	600098
	Sterile Processing Tech I	700072
	Storekeeper	800080
	Unit Secretary	600147
SEIU010	Cardiology Technician I	500012
	Head Cook	800043
	Horticultural Technician	800040
	Hospital Technician	700042
	Lab Assistant III-P (effective 04-01-06)	TBD
	Lead Lab Assistant	700032
	Milieu Counselor I	500061
	New Patient Coordinator	600254
	OB Technician	700054
	Pediatric Clerical Lead	600262
	Resource Scheduler, Radiology	600255
	Sterile Processing Tech II	700013
SEIU011	Anesthesia Tech	500008
	Cardiology Technician II	500013
	Health Information Associate IV	600214
	Hospital Medical Transcriber	600160
	Lead Lab Assistant III-P (effective 04-01-06)	TBD
	Lead Sterile Processing Tech	700012
	Office Assistant IV	600234
	Office Assistant IV - Radiology Scheduler	600077
	Processing Equipment Technician	700036

SEIU012	Lab Technician	700066
	Lead Anesthesia Technician	500281
	Lead Radiology Scheduler	600076
	Radiology Clerical Lead - LP	600269
	Milieu Counselor II	500063
SEIU013	Autopsy Room Attendant II	700050
	Lead Hospital Medical Transcriber	600069
	Lead Lab Technician	700034
SEIU014	EEG Technician I	500015
SEIU015	EEG Technician II	500017
	Pediatric EEG Technician Specialist	500019
SEIU016	EEG Technician III	500018
SEIU018	Lead EEG Technician	500016

APPENDIX B-1 Pay Ranges
INITIAL WAGE RANGE TO WAGE SCALE CONVERSION CHART

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15 (Max.)
SEIU00 1	\$ 11.30	\$ 11.53	\$ 11.75	\$ 11.99	\$ 12.23	\$ 12.48	\$ 12.74	\$ 12.99	\$ 13.25	\$ 13.50	\$ 13.78	\$ 14.04	\$ 14.32	\$ 14.62	\$ 14.92
SEIU00 2	\$ 11.87	\$ 12.11	\$ 12.34	\$ 12.59	\$ 12.84	\$ 13.10	\$ 13.37	\$ 13.64	\$ 13.91	\$ 14.19	\$ 14.47	\$ 14.75	\$ 15.05	\$ 15.35	\$ 15.66
SEIU00 3	\$ 12.46	\$ 12.72	\$ 12.96	\$ 13.22	\$ 13.47	\$ 13.74	\$ 14.02	\$ 14.30	\$ 14.58	\$ 14.89	\$ 15.18	\$ 15.50	\$ 15.80	\$ 16.12	\$ 16.44
SEIU00 4	\$ 13.08	\$ 13.35	\$ 13.62	\$ 13.89	\$ 14.16	\$ 14.45	\$ 14.73	\$ 15.03	\$ 15.32	\$ 15.62	\$ 15.94	\$ 16.26	\$ 16.59	\$ 16.93	\$ 17.26
SEIU00 5	\$ 13.73	\$ 14.01	\$ 14.29	\$ 14.57	\$ 14.87	\$ 15.17	\$ 15.49	\$ 15.79	\$ 16.11	\$ 16.42	\$ 16.75	\$ 17.08	\$ 17.42	\$ 17.78	\$ 18.12
SEIU00 6	\$ 14.44	\$ 14.72	\$ 15.02	\$ 15.31	\$ 15.61	\$ 15.92	\$ 16.23	\$ 16.57	\$ 16.91	\$ 17.24	\$ 17.58	\$ 17.93	\$ 18.29	\$ 18.66	\$ 19.04
SEIU00 7	\$ 15.13	\$ 15.45	\$ 15.75	\$ 16.08	\$ 16.39	\$ 16.72	\$ 17.04	\$ 17.39	\$ 17.73	\$ 18.09	\$ 18.46	\$ 18.83	\$ 19.20	\$ 19.59	\$ 19.98
SEIU00 8	\$ 15.89	\$ 16.20	\$ 16.54	\$ 16.86	\$ 17.21	\$ 17.55	\$ 17.90	\$ 18.26	\$ 18.63	\$ 19.01	\$ 19.37	\$ 19.76	\$ 20.16	\$ 20.56	\$ 20.99
SEIU00 9	\$ 16.71	\$ 17.03	\$ 17.38	\$ 17.72	\$ 18.08	\$ 18.45	\$ 18.81	\$ 19.18	\$ 19.57	\$ 19.95	\$ 20.36	\$ 20.76	\$ 21.19	\$ 21.60	\$ 22.04
SEIU00 10	\$ 17.54	\$ 17.89	\$ 18.25	\$ 18.62	\$ 18.99	\$ 19.36	\$ 19.75	\$ 20.15	\$ 20.54	\$ 20.96	\$ 21.37	\$ 21.81	\$ 22.23	\$ 22.68	\$ 23.13
SEIU00 11	\$ 18.41	\$ 18.77	\$ 19.14	\$ 19.54	\$ 19.92	\$ 20.32	\$ 20.73	\$ 21.14	\$ 21.57	\$ 22.00	\$ 22.44	\$ 22.90	\$ 23.35	\$ 23.81	\$ 24.30
SEIU00 12	\$ 19.33	\$ 19.71	\$ 20.12	\$ 20.51	\$ 20.93	\$ 21.34	\$ 21.78	\$ 22.20	\$ 22.65	\$ 23.10	\$ 23.56	\$ 24.05	\$ 24.52	\$ 25.01	\$ 25.50
SEIU00 13	\$ 20.31	\$ 20.72	\$ 21.12	\$ 21.55	\$ 21.97	\$ 22.42	\$ 22.87	\$ 23.31	\$ 23.78	\$ 24.26	\$ 24.75	\$ 25.24	\$ 25.75	\$ 26.25	\$ 26.78
SEIU00 14	\$ 21.29	\$ 21.74	\$ 22.16	\$ 22.61	\$ 23.05	\$ 23.52	\$ 23.98	\$ 24.47	\$ 24.95	\$ 25.45	\$ 25.96	\$ 26.48	\$ 27.02	\$ 27.56	\$ 28.12
SEIU00 15	\$ 22.39	\$ 22.83	\$ 23.28	\$ 23.75	\$ 24.22	\$ 24.72	\$ 25.21	\$ 25.71	\$ 26.22	\$ 26.78	\$ 27.28	\$ 27.83	\$ 28.38	\$ 28.95	\$ 29.53
SEIU00 16	\$ 23.50	\$ 23.96	\$ 24.44	\$ 24.93	\$ 25.43	\$ 25.94	\$ 26.46	\$ 27.00	\$ 27.54	\$ 28.10	\$ 28.65	\$ 29.22	\$ 29.80	\$ 30.39	\$ 31.01
SEIU00 17	\$ 24.68	\$ 25.17	\$ 25.66	\$ 26.18	\$ 26.70	\$ 27.24	\$ 27.78	\$ 28.34	\$ 28.91	\$ 29.48	\$ 30.07	\$ 30.67	\$ 31.29	\$ 31.91	\$ 32.55
SEIU00 18	\$ 25.91	\$ 26.44	\$ 26.97	\$ 27.51	\$ 28.06	\$ 28.61	\$ 29.18	\$ 29.76	\$ 30.35	\$ 30.94	\$ 31.56	\$ 32.19	\$ 32.84	\$ 33.51	\$ 34.17

APPENDIX B-2 Pay Ranges**EFFECTIVE THE PAY PERIOD NEXT FOLLOWING JANUARY 20, 2006**

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
SEIU005	15.22	15.52	15.84	16.16	16.50	16.82	17.16	17.49	17.84	18.19	18.55	18.94	19.30
SEIU006	16.00	16.31	16.62	16.95	17.28	17.65	18.01	18.36	18.72	19.10	19.48	19.87	20.28
SEIU007	16.38	16.72	17.05	17.39	17.72	18.09	18.44	18.81	19.20	19.58	19.97	20.37	20.78
SEIU008	17.20	17.53	17.90	18.25	18.62	18.99	19.38	19.77	20.14	20.55	20.97	21.38	21.83
SEIU009	18.08	18.43	18.80	19.19	19.56	19.95	20.35	20.75	21.17	21.59	22.04	22.46	22.92
SEIU010	18.98	19.36	19.75	20.13	20.54	20.96	21.36	21.80	22.22	22.68	23.12	23.59	24.06
SEIU011	19.91	20.32	20.72	21.13	21.56	21.99	22.43	22.88	23.34	23.82	24.28	24.76	25.27
SEIU012	20.92	21.33	21.77	22.19	22.65	23.09	23.56	24.02	24.50	25.01	25.50	26.01	26.52
SEIU013	21.96	22.41	22.85	23.32	23.78	24.24	24.73	25.23	25.74	26.25	26.78	27.30	27.85
SEIU014	23.05	23.51	23.97	24.46	24.94	25.45	25.95	26.47	27.00	27.54	28.10	28.66	29.24
SEIU015	24.21	24.70	25.19	25.71	26.22	26.74	27.27	27.81	28.37	28.94	29.52	30.11	30.71
SEIU016	25.42	25.93	26.45	26.98	27.52	28.08	28.64	29.22	29.80	30.39	30.99	31.61	32.25
SEIU017	26.69	27.23	27.77	28.33	28.89	29.47	30.07	30.66	31.27	31.90	32.54	33.19	33.85
SEIU018	28.05	28.61	29.18	29.75	30.35	30.95	31.56	32.18	32.82	33.48	34.15	34.85	35.54

APPENDIX B-3 Pay Ranges**EFFECTIVE THE PAY PERIOD NEXT FOLLOWING NOVEMBER 4, 2006**

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
SEIU005	15.83	16.14	16.47	16.81	17.16	17.49	17.85	18.19	18.55	18.92	19.29	19.70	20.07
SEIU006	16.64	16.96	17.28	17.63	17.97	18.36	18.73	19.09	19.47	19.86	20.26	20.66	21.09
SEIU007	17.04	17.39	17.73	18.09	18.43	18.81	19.18	19.56	19.97	20.36	20.77	21.18	21.61
SEIU008	17.89	18.23	18.62	18.98	19.36	19.75	20.16	20.56	20.95	21.37	21.81	22.24	22.70
SEIU009	18.80	19.17	19.55	19.96	20.34	20.75	21.16	21.58	22.02	22.45	22.92	23.36	23.84
SEIU010	19.74	20.13	20.54	20.94	21.36	21.80	22.21	22.67	23.11	23.59	24.04	24.53	25.02
SEIU011	20.71	21.13	21.55	21.98	22.42	22.87	23.33	23.80	24.27	24.77	25.25	25.75	26.28
SEIU012	21.76	22.18	22.64	23.08	23.56	24.01	24.50	24.98	25.48	26.01	26.52	27.05	27.58
SEIU013	22.84	23.31	23.76	24.25	24.73	25.21	25.72	26.24	26.77	27.30	27.85	28.39	28.96
SEIU014	23.97	24.45	24.93	25.44	25.94	26.47	26.99	27.53	28.08	28.64	29.22	29.81	30.41
SEIU015	25.18	25.69	26.20	26.74	27.27	27.81	28.36	28.92	29.50	30.10	30.70	31.31	31.94
SEIU016	26.44	26.97	27.51	28.06	28.62	29.20	29.79	30.39	30.99	31.61	32.23	32.87	33.54
SEIU017	27.76	28.32	28.88	29.46	30.05	30.65	31.27	31.89	32.52	33.18	33.84	34.52	35.20
SEIU018	29.17	29.75	30.35	30.94	31.56	32.19	32.82	33.47	34.13	34.82	35.52	36.24	36.96

APPENDIX B-4 Pay Ranges**EFFECTIVE THE PAY PERIOD NEXT FOLLOWING NOVEMBER 4, 2007**

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
SEIU005	16.46	16.79	17.13	17.48	17.85	18.19	18.56	18.92	19.29	19.68	20.06	20.49	20.87
SEIU006	17.31	17.64	17.97	18.34	18.69	19.09	19.48	19.85	20.25	20.65	21.07	21.49	21.93
SEIU007	17.72	18.09	18.44	18.81	19.17	19.56	19.95	20.34	20.77	21.17	21.60	22.03	22.47
SEIU008	18.61	18.96	19.36	19.74	20.13	20.54	20.97	21.38	21.79	22.22	22.68	23.13	23.61
SEIU009	19.55	19.94	20.33	20.76	21.15	21.58	22.01	22.44	22.90	23.35	23.84	24.29	24.79
SEIU010	20.53	20.94	21.36	21.78	22.21	22.67	23.10	23.58	24.03	24.53	25.00	25.51	26.02
SEIU011	21.54	21.98	22.41	22.86	23.32	23.78	24.26	24.75	25.24	25.76	26.26	26.78	27.33
SEIU012	22.63	23.07	23.55	24.00	24.50	24.97	25.48	25.98	26.50	27.05	27.58	28.13	28.68
SEIU013	23.75	24.24	24.71	25.22	25.72	26.22	26.75	27.29	27.84	28.39	28.96	29.53	30.12
SEIU014	24.93	25.43	25.93	26.46	26.98	27.53	28.07	28.63	29.20	29.79	30.39	31.00	31.63
SEIU015	26.19	26.72	27.25	27.81	28.36	28.92	29.49	30.08	30.68	31.30	31.93	32.56	33.22
SEIU016	27.50	28.05	28.61	29.18	29.76	30.37	30.98	31.61	32.23	32.87	33.52	34.18	34.88
SEIU017	28.87	29.45	30.04	30.64	31.25	31.88	32.52	33.17	33.82	34.51	35.19	35.90	36.61
SEIU018	30.34	30.94	31.56	32.18	32.82	33.48	34.13	34.81	35.50	36.21	36.94	37.69	38.44

APPENDIX C**UNITS OF LAYOFF****STANFORD HOSPITAL**

Med Surg	Critical Care	HIMS (Med Rec.)
87202 Nursing Float	61512 B2	
61711 B1	70101 Emergency Services	87003 Data Archives & Ware
87203 CIRU Administration	61532 IICU	87004 Document Support
61713 B3	61531 D1/CSU	87005 Info Services
61750 FGround	60152 NICU	87006 Coding & Data Report
61753 F3	60142 E2/ICU	
64421 CIRU Nursing	73904 B2 Outpatient	Ambulatory
61730 DGround		77402 Renal Acute
61723 C3		77601 Endoscopy
78701 Cast Room		73902 Ambulatory Treatment
61743 C2	OR	
73903 Bone Marrow O/P Treat.	74201 Operating Room	Dietary & Cafeteria
61733 E3	74202 Surgical Admission	83401 Dietary
61541 E1/CHU	74301 Ambulatory Surgery Cntr	83301 Cafeteria
	74501 Anesthesia	
Psych	74203 Post Anesthesia Recovery	
63462 G2P		
61771 GCRC		
77704 CIRU-PT		
63472 H2 (NOB)		

NOTE: Except as provided above, each "cost center" represents a separate "unit of layoff"

LUCILE PACKARD CHILDREN'S HOSPITAL

Perinatal	
F2 Antepartum/Postpartum	63800
Well Baby Nursery	65300
Labor & Delivery	74000
NICU/IICN	
IICN	60510
NICU	60700
Pediatrics	
PICU	60500
CVICU (new)	60520
2 North – Med/Surg	62000
3 West – Tx/Cardiac/ENT	62010
3 East Med/Surg	62020
3 North – 3 South / Med	62030
ECH – CPCU (El Camino)	62040
Nursing Float Personnel	87300

NOTE: Except as provided above, each "cost center" represents a separate "unit of layoff"

**SIDE LETTER OF AGREEMENT
BETWEEN
SHC/LPCH
AND
SEIU LOCAL 715
RE: PARKING**

The Employer and SEIU Local 715 agree that adequate parking systems, shuttle services, car pools and other transit options are in the best interest of Stanford and Lucile Packard Hospitals and Clinics and their employees. Issues concerning parking and transportation programs and systems may be placed on the agenda of the Management and Labor Committee.

The parties recognize that Stanford University is responsible for parking and transit programs, and the Employer will advise the Union of any changes in such programs when it is notified thereof by the University.

**SIDE LETTER OF AGREEMENT
BETWEEN
SHC/LPCH
AND
SEIU LOCAL 715
RE: UNION ACCESS**

The Parties agree that after a period of six (6) months, either side may from time to time request a meeting to discuss issues arising in connection with Article 24.1, and if they agree that changes are appropriate, may amend that Section if necessary.

**SIDE LETTER OF AGREEMENT
BETWEEN
SHC/LPCH
AND
SEIU LOCAL 715
RE: NORTH CAMPUS**

During the life of the January 20, 2006 – November 4, 2008 Agreement between the parties, the Employer agrees that no employee in the bargaining unit represented by SEIU, Local 715 will be required to transfer to the North Campus (Redwood City facilities) and no bargaining unit employee employed in a classification comparable to one created at the North Campus will be laid off as the result of the opening of the North Campus.